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**DEPARTMENT OF DEFENSE
SOFTWARE LICENSE AGREEMENT**

This document sets forth the Department of the Defense (DOD) Software License Requirements. Licensor's Software License Agreement is referenced hereto as Exhibit A and made a material part hereof by this reference. This document, including the Software License Agreement which may be reviewed at any time at <http://www.symantec.com/about/profile/policies/eulas> and the attached Exhibit B: Publisher Enterprise Technical Support Policy constitutes the Agreement between Symantec Corporation (Licensor) and the DOD. DOD Authorized Users must consult and comply with the full license terms of the Software License Agreement for the specific product that is received when placing an order for an individual product. For new versions of the Software provided under Maintenance/Support, such Software License Agreements may be updated and are available to review on Symantec's external website above. The terms and conditions set out below in these Software License Requirements, supplement and to the extent a conflict exists, supersede and take precedence over the terms and conditions of Exhibit A and Exhibit B. For clarification in this agreement, Publisher, and Licensor are synonymous.

1. **Enterprise Language:** The parties agree that more than one agency of the DoD may license products under this Agreement, provided that any use of products by any agency must be made pursuant to one or more executed purchase orders or purchase documents submitted by each applicable agency seeking to use the licensed product (or Licensed Software as that term is defined in the Software License Agreement attached). The parties agree that, if the licensee is a "DoD Department or Agency" as defined by the 48 Code of Federal Regulations, section 202.101, the terms and conditions of this Agreement apply to any purchase of products made by the DoD, and that the terms and conditions of this Agreement become part of the purchase document without further need for execution. The parties agree that the terms of this Agreement supersede and take precedence over the terms included in any purchase order, terms of any shrink-wrap agreement included with the Licensed Software, terms of any click through agreement included with the Licensed Software, or any other terms purported to apply to the Licensed Software, including any Licensor's published policy or program documentation or customer ordering documents. It is also understood by both parties that any Licensor policies or educational documents will not be considered part of this license agreement.
2. **Choice of Law/Venue:** Notwithstanding anything to the contrary in Section 16.4 of the Software License Agreement, this Agreement shall be governed by and construed in accordance with the substantive laws of the US Code of Federal Regulations, Federal Acquisition Regulations and Defense Federal Acquisition Regulations (DFAR), without regard to principles of conflict of laws.
3. **Indemnification:** The DOD does not have the authority to and shall not indemnify any entity. The DOD agrees to pay for any loss, liability or expense, which arises out of or relates to the DOD's acts or omissions with respect to its obligations hereunder, where a final determination of liability on the part of the DOD is established by a court of law or where settlement has been agreed to by the DOD agency. This provision shall not be construed to limit the DOD's rights, claims or defenses which arise as a matter of law or pursuant to any other provision of this Agreement. This provision shall not be construed to limit the sovereign immunity of the DOD.
4. **Patent, Copyright, Trademark, and Trade Secret Protection:**

The Licensor shall, at its expense, defend, indemnify and hold the DOD harmless from any suit or proceeding which may be brought by a third party against the DOD, its departments, officers or employees for the alleged infringement of any United States patents, copyrights, or trademarks, or for a misappropriation of a United States trade secret arising out of performance of this Agreement (the "Claim"), including all Licensed Software provided by the Licensor. For the purposes of this Agreement, "indemnify and hold harmless" shall mean the Licensor's specific, exclusive, and limited obligation to (a) pay any judgments, fines, and penalties finally awarded by a court of competent jurisdiction, governmental/administrative body or any settlements reached pursuant to Claim and (b) reimburse the DOD for its actual administrative costs or expenses, including without limitation reasonable attorney's fees, it necessarily incurs in handling the Claim. The DoD has the sole authority to represent itself in actions brought against the DoD. The DoD may, however, in its sole discretion, delegate to Licensor its right of defense of a Claim and the authority to control any potential settlements thereof. Symantec's obligations under

this provision are subject to DoD's doing the following: The DoD agrees to give Licensor prompt notice of any such claim of which it learns; and DoD's best efforts to encourage the Justice Department to grant Licensor sole control of the defense and all related settlement negotiations; and not having compromised or settled such claim. In the event that DoD has used its best efforts and the Justice Department participates in the defense and settlement of the claim and any subsequent appeal, DoD agrees: (i) that any participation shall be at DoD's cost and expense; and (ii) that the Justice Department shall not prevent Licensor from settling the claim provided that any such settlement or compromise includes a release of DoD from all liability arising out of the claim. Licensor shall not without the DOD's consent, which shall not be unreasonably withheld, conditioned, or delayed, enter into any settlement agreement which (a) states or implies that the DOD has engaged in any wrongful or improper activity other than the innocent use of the material which is the subject of the Claim, (b) requires the DOD to perform or cease to perform any act or relinquish any right, other than to cease use of the material which is the subject of the Claim, or (c) requires the DOD to make a payment which Licensor is not obligated by this Agreement to pay on behalf of the DOD. If the DOD delegates such rights to the Licensor, the DOD will cooperate with all reasonable requests of Licensor made in the defense and or settlement of a Claim. In all events, the DOD shall have the right to participate in the defense of any such suit or proceeding through counsel of its own choosing at its own expense and without derogation of Licensor's authority to control the defense and settlement of a Claim. It is expressly agreed by the Licensor that, in the event it requests that the DOD to provide support to the Licensor in defending any such Claim, the Licensor shall reimburse the DOD for all necessary and actual expenses (including attorneys' fees, if such are made necessary by the Licensor's request) incurred by the DOD for such support. If DOD does not delegate to Licensor the authority to control the defense and settlement of a Claim, the Licensor's obligation under this section ceases. If DOD does not delegate the right of defense to Licensor, upon written request from the DOD, the Licensor will, in its sole reasonable discretion, cooperate with DOD in its defense of the suit.

- a) The Licensor agrees to exercise reasonable due diligence to prevent claims of infringement on the rights of third parties. The Licensor certifies that, in all respects applicable to this Agreement, it has exercised and will continue to exercise due diligence to ensure that all Licensed Software provided under this Agreement do not infringe on the patents, copyrights, trademarks, trade secrets or other proprietary interests of any kind which may be held by third parties.
- b) If the right of defense of a Claim and the authority to control any potential settlements thereof is delegated to the Licensor, the Licensor shall pay all damages and costs finally awarded therein against the DOD or agreed to by Licensor in any settlement. If information and assistance are furnished by the DOD at the Licensor's written request, it shall be at the Licensor's expense, but the responsibility for such expense shall be only that within the Licensor's written authorization.
- c) If, in the Licensor's opinion, the Licensed Software furnished hereunder are likely to or do become subject to a claim of infringement of a United States patent, copyright, or trademark, or for a misappropriation of trade secret, then without diminishing the Licensor's obligation to satisfy any final award, the Licensor may, at its option and expense, modify the Licensed Software so as to make such Licensed Software non-infringing or replace it with a non-infringing equivalent substantially comparable in functionality, in which case DOD shall stop using any infringing version of the Licensed Software; or, at the Licensor's option and expense, obtain the rights for the DOD to continue the use of such Licensed Software.
- d) If any of the Licensed Software provided by the Licensor are in such suit or proceeding held to constitute infringement and the use thereof is enjoined, the Licensor shall, at its own expense and at its option, either procure the right to continue use of such infringing Licensed Software, replace the Licensed Software with a non-infringing equivalent substantially comparable in functionality, or modify them so that they are no longer infringing.
- e) If use of the Licensed Software is enjoined and the Licensor is unable to do any of the preceding set forth in item (c) or (d) above, the Licensor agrees to, upon return of the Licensed Software, refund to the DOD the license fee paid for the relevant infringing Licensed Software plus any unused prepaid Maintenance/Support fees.

- f) The obligations of the Licensor under this Section continue without time limit and survive the termination of this Agreement.
- g) Notwithstanding the above, the Licensor shall have no obligation under this Section 4 for:
 - (1) modification of any Licensed Software other than by Licensor;
 - (2) any material provided by the DOD to the Licensor and incorporated into, or used to prepare the product;
 - (3) use of the Licensed Software after Licensor recommends discontinuation because of possible or actual infringement and has provided one of the remedy's under (c) or (d) above;
 - (4) use of the Licensed Software other than in accordance with the Documentation and this Agreement ;
 - (5) the combination, operation, or use of the Licensed Software with other products, not specifically authorized by Licensor to be combined with the Licensed Software as indicated in the Documentation ;
 - (6) infringement of a non-Licensor product alone;
 - (7) the DOD's use of the Licensed Software beyond the scope contemplated by the Agreement; or
 - (8) the DOD's failure to use corrections or enhancements made available to the DOD by the Licensor at no charge.
- h) The obligation to indemnify the DOD, under the terms of this Section, shall be the Licensor's sole and exclusive obligation for the infringement or misappropriation of intellectual property.

5. Virus, Malicious, Mischievous or Destructive Programming:

Licensor warrants that the Licensed Software as delivered by Licensor does not contain any viruses, worms, Trojan Horses, or other malicious or destructive code to allow unauthorized intrusion upon, disabling of, or erasure of the Licensed Software (each a "Virus"). However, the Licensed Software may contain a key limiting use to the scope and quantity of the license(s) granted, and license keys issued by Licensor for temporary use are time-sensitive.

The DOD's exclusive remedy, and Licensor's sole obligation, at Licensor's discretion, for any breach of the foregoing warranty shall be for Licensor to (a) replace the Licensed Software with a software of substantially the same functionality that does not contain Virus, and (b) or terminate the license and refund the relevant license fees paid for such non-compliant Licensed Software.

The above warranties specifically exclude defects resulting from accident, abuse, unauthorized repair, modifications or enhancements, or misapplication. Under no circumstances shall Licensor be liable for damages to the DOD for loss of the DOD's data arising from the failure of the Licensed Software to conform to the warranty stated above.

6. Limitation of Liability: Notwithstanding anything to the contrary contained in Section 9 (Limitation of Liability) of the attached Software License Agreement, such limitation does not apply to damages for:

bodily injury;
death;
intentional injury;

damage to real property or tangible personal property for which the Licensor is legally liable; or Licensor's indemnity of the DOD for patent, copyright, trade secret, or trademark protection under Section 4 (Patent, Copyright, Trademark and Trade Secret Protection) hereunder.

7. Termination: Section 14 (Termination) of the Agreement is amended by adding the following: Licensor may not terminate this Agreement for non-payment of licenses to an authorized Symantec reseller.

a. The DOD may terminate this Agreement without cause by giving Licensor thirty (30) calendar days prior written notice (Notice of Termination) whenever the DOD shall determine that such termination is in the best interest of the DOD (Termination for Convenience).

8. Background Checks: Upon prior written request by the DOD, Licensor must, at its expense, arrange for a background check for each of its employees, as well as for the employees of its subcontractors, who will have on site access to the DOD's IT facilities. The background check must be conducted prior to initial access by an IT employee and annually thereafter.

Before the DOD will permit an employee access to the DOD's facilities or systems, upon request, Licensor must provide written confirmation to the office designated by the agency that the background check has been conducted. If, at any time, it is discovered that an employee has a criminal record that includes a felony or misdemeanor involving terrorist threats, violence, use of a lethal weapon, or breach of trust/fiduciary responsibility; or which raises concerns about building, system, or personal security, or is otherwise job-related, Licensor shall not assign that employee to any DOD facilities, shall remove any access privileges already given to the employee, and shall not permit that employee remote access to DOD facilities or systems, unless the agency consents, in writing, prior to the access being provided. The agency may withhold its consent at its sole discretion. Failure of Licensor to comply with the terms of this paragraph may result in default of Licensor under its contract with the DOD.

9. Confidentiality: Each party shall treat the other party's confidential information in the same manner as its own confidential information. The parties must identify in writing what is considered confidential information.

10. Publicity/Advertisement: The Licensor must obtain DOD approval prior to mentioning the DOD or a DOD agency in an advertisement, endorsement, or any other type of publicity. This includes the use of any trademark or logo.

11. Territory: Any Department of Defense (DOD) civilian or military installation or work site in the Continental United States (CONUS) or outside the Continental United States (OCONUS), regardless of where Licensed Software was acquired.

12. Backup for User Documentation: Licensor grants DOD to make a reasonable number of copies for DOD's internal business purposes. DOD is responsible for ensuring that all copyright notices, trademarks and other restrictive legends are maintained on such copies. DOD is also responsible for reporting to Licensor if DOD learns of the misuse or mishandling of User Documentation provided under the contract to DOD personnel, contractors or Government employees.

13. Transfers and Assignments: Licensee is authorized to transfer or assign the Software or Licensee's rights in the Software, and such authorization would include sublicensing, assignment or transfer within the DOD department or agency where the licenses are installed or assignment or transfer to outsourcers and contractors or authorize any portion of the Software to be copied onto or accessed from another individual's or entity's computer where the licenses are installed up to the number of copies/users purchased, as long as such assignment, transfer or use of the license is in support of such DoD department or agency except as may be explicitly provided in this Agreement.

a. **Transfers:** In the event that an Authorized User has a valid license under this Agreement and that Authorized User is reorganized or restructured such that its responsibilities and operations are transferred to another

Authorized User agency, the agency shall have the right to assign the affected program licenses to a successor.

- b. **Assignments:** Licensee is authorized to assign ownership of licenses when Licensee intends to designate an outsourcer, contractor or other, as determined, to assume ownership of the license, as long as the use of the license is in support of the DoD department or agency where the licenses are installed. All activities by such Assignee shall be subject to the Software Publisher's Software License Agreement as modified herein. Any deviation shall be subject to a separate agreement between Licensor and such Assignee, specifying conditions for the management and maintenance of the Software, which agreement shall not impose any more restrictive covenants than are provided to Licensee in the Software Publisher's Software License Agreement, as modified herein. The assignment of licenses will be without cost to any party involved in the assignment of licenses. It is further understood that Assignee will be responsible for all future software maintenance costs of any assigned licenses.
- c. Licensee shall complete any required Licensor documentation required to facilitate the transfer or assignment of license and continuation of support for the transferee or assignee. All license transfers or assignments specified in this Section 13 will be without cost to the Licensee, provided that the licenses are current with regard to Publisher's annual maintenance, and the Licensee does not re-market or otherwise intend to resell the licenses to be transferred.
- d. It is inherently understood Licensee and the successor transferee or assignee agree to be bound to this Software License Agreement.

14. Functionality Replacement and Extended Support. If Licensor retires, re-names and/or replaces Licensed Software (or designates such Licensed Software as an "end of life" product) ("Retired Product") for which the DOD has active Maintenance/Support, and Licensor makes a new software product ("Successor Product") commercially available that includes substantially similar functionality and features as the Retired Product, Licensor will provide a migration path from the Retired Product to the Successor Product for no additional charge provided Licensor is making such migration path commercially available under Maintenance/Support. However, throughout the term of this agreement, the Licensor will provide support services for the time specified in the Enterprise Technical Support Policy after the publisher declares an "end-of life" to the software.

15. Rights of Survivorship of the Agreement. This Agreement shall survive unto Licensor, its Successor, rights and assigns. The Licensed Software and Agreement terms and conditions as covered under this Agreement shall survive this Agreement, in perpetuity, notwithstanding the acquisition or merger of Licensor by or with another entity.

16. Audit Responsibilities: Section 16.3 (Audit) is deleted in its entirety and the following is inserted in lieu thereof: DOD will maintain, and promptly provide to Licensor upon its request, accurate records regarding use of the Licensed Software by or for the DOD. If the DOD becomes aware of any unauthorized use of all or any part of the Licensed Software, the DOD will notify Licensor promptly, providing reasonable details. The limit of the DOD's responsibility for any unauthorized use of the Licensed Software by any individuals employed by or performing services for the DOD is the requirement that it purchase additional licenses for the Licensed Software through its reseller.

DOD will perform a self-audit upon the request of Licensor, which request may not occur more often than annually, and report any change in user count or copies (hereinafter "True up number"). DOD shall notify Licensor of the True up number no later than 90 calendar days after the request that the DOD perform a self-audit. If the user count has increased, DOD will make an additional purchase of the Licensed Software through its reseller, which is equivalent to the additional users or copies. License fees will be as mutually agreed to between the parties but will not exceed GSA or ESI pricing at the time of placing such order.

This paragraph sets out the sole audit right under this contract.

17. US Government Configuration Baseline. Upon request of the DOD on a Licensed Software by Licensed Software basis, the Publisher shall test the Software and if possible comply with the requirements of the US Government Configuration Baseline (USGCB) as specified at <http://usgcb.nist.gov> to ensure applications are fully functional and operate correctly as intended. The standard installation, operation, maintenance, updates, and/or patching of software shall not alter the configuration settings from the approved USGCB configuration.

- i. Applications designed for normal end users shall run in the standard user context without elevated system administration privileges.

DOD buyers may require compliance with additional baseline configuration requirements.

18. Net-Centricity. The Department of Defense is transforming the way information is managed to accelerate decision-making, improve joint war fighting and create intelligence advantages. To reach this "Net-Centric" state, DOD must exploit advancing technologies that move the enterprise from an application centric to a data-centric paradigm. DOD ESI Contractor partners are encouraged to use the OSD NII DCIO Net-Centric Checklist, located at [http://www.defenselink.mil/cionii/docs/NetCentric_Checklist_v2-1-3 .pdf](http://www.defenselink.mil/cionii/docs/NetCentric_Checklist_v2-1-3.pdf) to provide information on the Net-Centric posture of their IT products and services.

19. Section 508 of the Rehabilitation Act Compliance. Publisher will make commercially reasonable efforts to meet the applicable accessibility standards at 36 CFR Part 1194 as required by FAR Case 1999-607. General information regarding the Section 508 Act can be found at the web site www.section508.gov. Publisher will, upon written request, provide the information in regard to its Section 508 compliance, i.e. the Voluntary Product Accessibility Template (VPAT).

20. Temporary Use of Software During Times of Conflict and/or Natural Disaster. As part of Temporary Expeditionary Deployments (TEDs), during the term of this Agreement, DOD may temporarily deploy and install or use on, or access from qualified desktops or servers, a reasonable number of Licensed Software products in addition to those previously licensed pursuant to this Agreement at no additional cost ("TED Licenses"). TEDs are limited to deployments away from in-garrison locations (any military post or government office where troops or civilian government personnel are at a permanent location), war games, exercises, real world contingencies, and emergency situations similar to the initiated domestic terrorist attacks of 19 April 1995 (i.e., the Timothy McVeigh Terry Nichols perpetrated 'Oklahoma City Bombing' involving the Alfred P. Murrah Federal Building); the initiated international terrorist attacks, perpetrated on American soil, on 9/11/2001; and finally, the national inclement weather natural disasters perpetrated by Hurricane(s) Katrina and Rita during the August and September months of Calendar Year 2005, where temporary duty stations (TED's) and continuity of operations (COOP) alternative venues or sites were needed, for a substantial period of time, due to the destruction of federal or U.S. Government facilities, infrastructure, offices and work spaces.

21. After the TED, or six (6) calendar months, whichever is shorter ("Temporary Use Period"), unless a different time period is agreed to in writing by the Licensor, the DOD will provide a written certification that the TED Licenses have either been removed from service, or payment has been made under this Agreement to purchase additional perpetual licenses equal to the number of TED Licenses not removed from service. DOD agrees to use the TED Licenses in accordance with the terms contained in this Agreement and the applicable version of the Software License Agreement.

22. Software Asset Management & ISO-IEC 19770:2009 Series: The Licensor shall make commercially reasonable efforts to comply with ISO 19770:2009 Series Standards for all installable or distributable software products governed by this agreement.

- 23. Authorized Users:** An Authorized User includes, but is not limited to DOD government employees (military, civilian, reserves, national guard), contractors, non-human devices, detailed individuals that are included and accounted for in the DOD in support of DOD missions and those individuals or non-human devices who have access to, use or are tracked by Licensor's programs. Any use by a third party Authorized User such as a contractor must be consistent with DOD's own permitted scope of use and compliant with the terms of this Agreement.
- 24. Data Sharing/Transfer:** Data transfer is: Batch Processing, Multiplexing and Flat File Environments. This license provides the DOD all rights concerning data sharing, data access, data transfer and data manipulation for authorized users associated with the DOD missions. The parties agree that as long as one party has a valid license, the transfer of data or the sharing of data is **unrestricted** except as otherwise specified in the applicable Symantec license certificate or Software License Agreement. This license also provides for the ability of authorized users to access data from any US-owned datacenter with data owner granted permission and any appropriately licensed non-US owned datacenters.
- 25. Data Recovery and Virtualization:** Data Recovery methods include four types of environments: Backup, Failover, Standby, and Remote Mirroring. All types of data recovery servers will require additional licenses. Additional licenses will be required to accommodate future data recovery and virtualization using commercially accepted methods or practices.
- 26. Shelf Ware:** It is recognized, that in some instances, DOD may have excess Licensor software licenses that are not currently being used or needed by DOD. These licenses are commonly called Shelf Ware. At DOD's sole discretion, the DOD may transfer any these licenses as described in Section 13 of this document or DOD may terminate the license grant, as it deems necessary. The termination or transfer of licenses may result in a reduced license count and will be deducted from the next annual maintenance payment, in a prorated method. In no event, when a subset of licenses is terminated or if the level of support is reduced, support for the remaining licenses will not change in services or result in any type of fee recalculation.
- 27. Finality of Terms:** This agreement and any attachments to this agreement will be the sole document governing the granting of licenses between DOD and Licensor. There shall be no changes to this license agreement unless agreed to by both parties in writing.
- 28. Software Titles Incorporated by this License Agreement:** All software titles sold by Licensor will be incorporated into this agreement and any and all other software or software title which may be added through Licensor's in-house development or corporate acquisition. It is the DOD's anticipation this agreement will cover any and all software companies Licensor may purchase in the future.
- 29. Use of this Agreement by the DOD:** The parties agree that, if a federal agency implements another contracting vehicle for Licensor's products, and if the licensee is a "Department of Defense Agency", as defined by the 48 Code of Federal Regulations, section 202.101, then, the terms and conditions of this Agreement can apply to any purchase of software products by the DOD, and that the terms and conditions of this Agreement become part of the purchase document without need for further execution. Additionally, should the DOD desire to use this agreement, it will be without remuneration to any party.

Licensor acknowledges and agrees to the terms and conditions of these Software License Agreements which shall supplement, and to the extent a conflict exists, shall supersede and take precedence over the terms and conditions of Licensor's Software License Agreement.

IN WITNESS WHEREOF, Licensor has executed and approved these Software License Agreements as an appendix to Licensor's Software License Agreement on the date indicated below.

Witness:

Licensor



Symantec Corporation

Licensor Name

Debi J. Gilliam
Signature

01/02/2013

Date

Debi J. Gilliam
Director, Symantec Corporation

Printed Name

Title

Vanessa Greene 12/28/2012
Signature Date

Printed Name **Vanessa Greene**
Manager, Symantec Corporation

Title

As a corporate entity, please have either the president or vice president and either the secretary/assistant secretary or treasurer/assistant treasurer of the corporation sign. If any other person has authority to execute contracts, that person may sign, but a copy of the document or documents conferring that authority (such as by-laws or corporate resolution) must be sent with this agreement when returning it to the DOD.

Symantec Enterprise Technical Support Policy



This Enterprise Technical Support Policy ("Policy") is effective July 2, 2011, and applies on a global basis. It describes the Support Services we provide to business customers for Software covered under active Support Agreements. We reserve the right to amend this Policy periodically and will post updates at <http://www.symantec.com/business/products/policies/index.jsp> and <http://www.symantec.com/business/support>.

Scope: Symantec will deliver Support Services for your Software in accordance with the terms of this Policy, including the section captioned "Limitations" below. We will provide Support Services for Software when used in a Supported Configuration. Note that the provisions and definitions of your Support Agreement supersede any inconsistent terms in this Policy or in your License Agreement. You are entitled to receive Support Services during the term of your Support Agreement, based on the offering you purchased, and for Software installed at locations in which you are authorized to use such license in the country or countries for which you have purchased Support Services. Capitalized terms when used in this Policy are defined herein, or in your Support Agreement, License Agreement, or the Handbook.

Language Support: We primarily provide Support Services in English. Our worldwide support centers will use commercially reasonable efforts to provide language support during Regional Business Hours, based on available resources. Please refer to the Handbook for additional information.

Designated Contacts: We will provide Support Services to you through your Designated Contacts. Your Support Agreement will state the number of Designated Contacts you are entitled to register and use. If you wish to designate additional technical personnel as Designated Contacts, Symantec may charge you applicable fees. Your Designated Contacts will be responsible for (i) overseeing your request for assistance, and (ii) developing and deploying troubleshooting processes within your organization. Your Designated Contacts must be technically skilled and knowledgeable about the Software and the environment in which it is being used, in order to help resolve system issues and to assist Symantec in analyzing and resolving service requests; otherwise, our ability to provide Support Services to you may be impaired, and Symantec may request that you replace the Designated Contact.

Knowledge Sharing: You may use our on-line management tool MySupport at <https://mysupport.symantec.com/> to log, track, update, and close a Case online. Our then current support services handbook, published on or after the effective date of this Policy, ("Handbook") includes information to help you understand how we provide our Support Services to you. Our Handbook, along with certain reference guides and escalation processes, are located at <https://mysupport.symantec.com/>. Our on-line technical support knowledge base located at <http://www.symantec.com/business/theme.jsp?themeId=support-knowledgebase> includes support-related information that you can use to perform self-help. We also provide information through our community forums at <http://www.symantec.com/connect/forums>.

Case Management Activities: We will use commercially reasonable efforts to manage your Case and address your Problem according to our remote support performance targets given in our Handbook, based on the Severity Level and its complexity, and the support offering purchased. All case management targets and delivery timelines are goals and not commitments, and the actual timing may vary based on the support offering purchased and the country or site where your Software is deployed. You will be responsible for setting the initial Severity Level for your Problem based on the Severity Level definitions in the Handbook. If the seriousness of your Problem changes, we will discuss changing the Severity Level with you. You must provide us with timely responses and any information we may reasonably need to address your Problem. We will take reasonably sufficient steps in a number of ways to address your Problem. Refer to the Handbook for examples of these types of steps. In some cases, we may recommend that we remotely perform diagnostic and troubleshooting activities. To initiate such remote access, we will need your express consent.

Support Lifecycle: Symantec provides different levels of deliverables under your Support Agreement depending on where your Software is in its lifecycle. For more information on our product lifecycles and related Support Services deliverables during those lifecycles, please refer to our End of Life Policy - Business Products, posted at <http://www.symantec.com/business/products/policies/index.jsp>.

Acquired Product Lines: If we acquire or merge with another company there may be a transitional period following that acquisition where an acquired product line may have different support offerings, deliverables, pricing, or naming conventions than those described in this Policy, or such differences may continue on an ongoing basis. Please refer to your Support Agreement for a description of the deliverables and entitlements you will receive under the support offering you have purchased for those acquired products. Note that the term "Support Agreement" refers to your agreement covering support for the acquired products even if a company branded as "Symantec" is not a contracting party.

Privacy Notice and Data Protection: Symantec will require you to supply certain personal information (namely, business contact names, titles, business telephone numbers, business e-mail addresses) about yourself and about your Designated Contacts in order to purchase or receive Support Services from Symantec. With regard to personal information of Designated Contacts it is your responsibility to ensure that disclosure of such information to Symantec is consistent and compliant with the Support Agreement, and with Symantec's privacy policy (as published on [Symantec.com](http://www.symantec.com)), as well as with any national laws governing the collection, use and protection of personal information applicable to your

country/region of operation. It is your responsibility (i) to inform Designated Contacts that you are providing their information to Symantec in the United States or other countries that may have less protective data protection laws than the region in which they are situated (including the European Economic Area), (ii) to inform them of how it will be used and (iii) to have all appropriate consents required for such transfer and use. Symantec is a global organization and any information collected during the delivery of our Support Services may be accessible on a global basis by Symantec, its affiliates, partners and subcontractors, including in countries that may have less protective data protection laws than the country in which you or your Software is located. Symantec and our affiliates, partners and subcontractors will use your personal information to enable us to deliver the Support Services you have ordered including providing Software Version Upgrades and Content Updates, as defined in your Support Agreement, to you and communicating with you in relation to Support Services. From time to time we may use your personal information or other information you provide to us during the delivery of Support Services to enable us to recommend other Symantec services or products that might be useful to you, we will provide you with the opportunity to opt-out from such communications. By providing such personal information, you consent to Symantec using, transferring and processing this information on a global basis for the uses described in this section. For any question regarding the use of personal information or if you wish to restrict our use of your personal information, please contact Symantec Corporation - Privacy Program Office, 350 Ellis Street, PO Box 7011, Mountain View, CA 94043, U.S.A. Telephone 1-650-527-8000 Email: privacy@symantec.com.

Rights Regarding Feedback: Symantec reserves all rights in all suggestions, input and other information or feedback relating to Symantec and its products or services that you provide to us while we are providing Support Services to you, and Symantec may use, and may authorize third parties to use, all such information or feedback for any business purposes whatsoever. Notwithstanding the foregoing, Symantec, Symantec's affiliates, partners and subcontractors will only use your confidential information as defined under and pursuant to applicable agreements between you and Symantec; and we will only use your personal information in accordance with the section captioned "Privacy Notice and Data Protection" in this Policy.

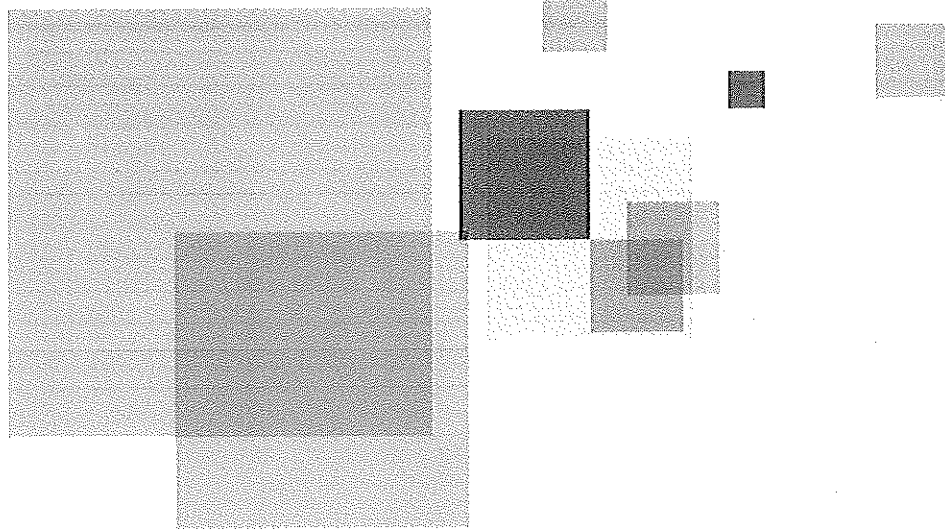
Subcontractors: Symantec reserves the right and you consent to our use of subcontractors to provide Support Services.

Your Compliance: To help us deliver Support Services to you more efficiently and effectively, you need to follow the terms of your agreements with us. If we determine that you are not in compliance with your License Agreement or Support Agreement, or if you have requested assistance for a copy of Software that is not covered under a Support Agreement, Symantec reserves the right to (1) use Symantec's standard processes to verify that you are in compliance with your License Agreement or Support Agreement, (2) invoice you for applicable Support Services fees, if and as appropriate, or (3) in our sole discretion, elect to stop providing Support Services for that Software license until such time as you become compliant.

Limitations: Symantec provides Support Services to address issues where your Software does not substantially conform to its Documentation, where such Software is used in accordance with its Documentation. Therefore, Symantec is not responsible to provide Support Services for Software that has been damaged by a deliberate act, misuse, accident, modification, natural disaster, act of nature, "act of God," power failure or surge, unsuitable physical or operating environment, improper maintenance by you or others, or failure caused by components or technology that Symantec did not supply. In addition, we are not responsible for delay or inability to provide Support Services due to delays you cause or which are caused by network, system or telephone line problems, or by outages or denials of service or any events outside of Symantec's reasonable control. Symantec is not obligated to provide Support Services for any Software operating in an Alternative Configuration. In the event you have not used, installed, serviced or implemented all Software in accordance with the Documentation, our Support Services may be limited or unavailable for your Software.

Definitions:

- a) "We," "we" or "our" or "Symantec" means Symantec Corporation or its subsidiaries.
- b) "You," "you" or "your" means you as the customer, the company, or the legal entity that has obtained the Software to which the Support Services apply.



Symantec Enterprise Technical Support Handbook

Effective July 2, 2011

Confidence in a connected world.



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USING THIS HANDBOOK

This Handbook provides an overview of the Symantec Essential Support and Basic Maintenance offerings available from Symantec, including definitions of programs, processes and procedures;

- Following the processes described in this Handbook will improve your support experience when contacting us for assistance or when using our online resources.
- This Handbook contains important information on the procedures and practices followed in the service and support of your Symantec Products under our Essential Support and Basic Maintenance offerings.
- Please read this Handbook for information on case management activities to address Problems based on their Severity Level.
- It does not replace the contractual terms and conditions under which you acquired specific Symantec Products or Support Services, and it does not supersede our Support Policy.
- Review this Handbook to learn where to obtain information on software support for companies that have been recently acquired by Symantec, including those that are not fully integrated into the Symantec support offerings portfolio and processes.
- Words that are capitalized in this Handbook have specific meanings. Some capitalized words are specifically defined in this Handbook and other capitalized words have the same meaning as given in the Symantec Support Policy.
- Symantec reserves the right to make changes to this Handbook and the related processes at any time. Future revisions and updates to this Handbook will be posted on MySupport at: <https://mysupport.symantec.com/>

Our Mission Statement

Symantec Enterprise Support Services is committed to responding quickly to your inquiries and helping you to maximize the business value of your Symantec solutions. Our Support Services help you ensure that your software operates in substantial accordance with its Documentation. We will provide you with technical assistance based on the Support Services you have purchased, and the Severity Level of the Problem you are experiencing.

SYMANTEC POLICIES

Enterprise Technical Support Policy

The worldwide Enterprise Technical Support Policy ("Support Policy") describes the Support Services we offer to customers who have a current Support Agreement with Symantec covering Software licensed from Symantec, and who are using that Software in a Supported Configuration, in accordance with the terms of their License Agreement and Documentation. Our current Support Policy can be found at:

<http://www.symantec.com/business/products/policies/index.jsp> and
http://www.symantec.com/business/support/support_policies.jsp

This Handbook and the Support Policy apply to the Symantec software products ("Software" or "Products") identified as eligible for coverage at http://www.symantec.com/business/support/all_products.jsp. The Support Policy states the terms under which we will provide Support Services to you. The Support Policy includes definitions of terminology and states customer responsibilities.

Support Agreement

Your Symantec Support Agreement covers the generally available ("GA") version of your Product license. Refer to our Support Policy for additional information on the scope of technical support services that we provide while your Software license is GA. If you have a current Support Agreement in effect, and you are using a Product version that has reached its End of Life (EOL), we will provide the level of support that is then available for your EOL'd Software version based on where it is in its lifecycle, as described in our EOL announcement.

End of Life Policy

Symantec provides different levels of deliverables under your Support Agreement depending on where your Software is in its lifecycle. For more information on our lifecycles and related Support Services deliverables during those lifecycles, please refer to our End of Life Policy, posted at <http://www.symantec.com/business/products/policies/index.jsp> as well as our FAQ posted at <http://www.symantec.com/business/support/index?page=content&id=TECH76123>. Our End of Life Policy describes the typical lifecycle for our Software, and the related support deliverables during those lifecycle stages.

SYMANTEC ENTERPRISE SUPPORT OFFERINGS

Symantec offers two core Enterprise Support Services offerings leveraging innovative, customer-focused support technologies designed to help you optimize your IT infrastructure and manage IT risk. We have upwards of 2,500 support professionals in over 20 global support centers supporting over a dozen languages during the centers' Regional Business Hours. We also have 75 regional support partners specifically selected for their ability to provide value add services to Symantec customers.

Basic Maintenance

Basic Maintenance includes the following deliverables. Note that the Symantec offering referred to as "Basic Maintenance Lite" does not include Upgrade Assurance:

- Symantec will respond during our Regional Business Hours (as defined below) to your request for technical support.
- Customers are entitled to receive telephone support during their Regional Business Hours only.
- Customer will have access on a 24x7x365 basis to the Symantec technical support website.
- Depending on where the Software is in its product life cycle, Customer will receive or have access to Bug Fixes and patches to address Problems with the Software (Symantec may provide the Customer with a "hot fix" to address an issue specific to the Customer; or the Customer may download certain patches or Bug Fixes from our Knowledge Base).
- Basic Maintenance includes Content Updates, if applicable.
- Basic Maintenance includes access to Software Version Upgrades (referred to as Upgrade Assurance).
- The Basic Maintenance Customer may designate up to two (2) individuals per title of Software to act as Designated Contacts.
- Under a Basic Maintenance contract for your Symantec software, your ability to contact Symantec for technical support will be based on the location in which you are authorized to use that Symantec Product.

Essential Support

Essential Support includes the following deliverables. Note that the Symantec offering referred to as "Essential Support Lite" does not include Upgrade Assurance:

- Symantec Essential Support customers are entitled to receive telephone support 24x7x365.
- Symantec will provide support on a Continuous Efforts basis upon Customer's request for Severity Level 1 Cases only (only upon request). (See the definition of Continuous Efforts below). Customer will have access on a 24x7x365 basis to the Symantec technical support website;
 - Essential Support provides 24x7x365 access to Symantec's technical support with faster response targets than for Basic Maintenance.
 - Depending on where the Software is in its product life cycle, Customer will receive or have access to Bug Fixes and patches to address Problems with the Software (Symantec may provide

the Customer with a "hot fix" to address an issue specific to the Customer, or the Customer may download certain patches or Bug Fixes from our Knowledge Base).

- Essential Support includes Content Updates, for those Software products for which Symantec provides Content Updates.
- Essential Support includes access to Software Version Upgrades (referred to as Upgrade Assurance).
- Customer has the right to designate up to six (6) Designated Contacts per title of Software.

TYPES OF SUPPORT

Web Support

We offer extensive self-help resources at no additional cost to you including:

- Search the SymWISE Knowledge base on a 24x7x365 basis, for answers to your technical questions. You will find articles on how to use SymWISE, create a SymAccount, manage your subscriptions, and leverage our other resources, at the following link:
<http://www.symantec.com/business/theme.jsp?themeid=support-knowledgebase>
- Connect Forum Community: Use our Connect Forums on a 24x7x365 basis, to ask other customers your question, or to suggest or discuss a Product enhancement.
- Use Symantec MySupport to initiate and manage your technical support cases online. Access MySupport at <https://mysupport.symantec.com/> to log, track, update, and close a Case online. You must have a SymAccount to enter Symantec MySupport.

Once you set up an account, you can use MySupport on a 24x7x365 basis. However our support personnel will only be available for assistance during your contracted-for support hours; namely Regional Business Hours under your Basic Maintenance entitlement, or, 24x7x365 under your Essential Support contract.

Telephone Support

A list of support contact numbers on a worldwide basis can be located at:

http://www.symantec.com/business/support/contact_techsupp_static.jsp Symantec offers toll-free phone support in certain areas; you will be responsible for all other charges you incur (for instance, faxes, toll calls, Internet services, postage and postage insurance).

Non-English Support

We provide Support Services in English. We will use commercially reasonable efforts to provide non-English language support during Regional Business Hours, subject to our having available resources. Please refer to: www.symantec.com/en/ca/business/support/Symantec_Local_Language_Support.pdf for additional information.

CONTACTING US FOR SUPPORT

Overview

If you identify a Problem with your licensed Symantec Software, contact us electronically via the web or at the phone numbers given in this Handbook. You will need to provide us with all relevant diagnostic information that we may require to replicate or address your Problem -- such as Product or system information, log files, configuration information, error messages, and details about your releases or Software Version Upgrades installed. You will need to initiate a separate Case for each Problem, and we will assign a unique case identification number to each Case in our global tracking system.

Whenever you submit your Case (whether electronically or by phone), you will be required to provide us with your Support ID and/or Contact ID. This will enable us to validate the level of Support Services you are entitled to receive, and to confirm that we are working with a Designated Contact.

When you contact us to follow up on your Case in addition to your Support ID or Contact ID, we will need your Case ID.

Information to Provide

Please provide us with the following information when reporting a Problem by phone.

- *Identity*
 - Your Symantec Support ID (the unique set of letters or numbers assigned at the time of purchase)
- *Company and contact information*
 - Your company name
 - Location
 - Confirmation that you are a Designated Contact for the Symantec Product under the Symantec Support Agreement
 - Name, email address, phone, and extension or pager number
- *Concise summary of the Problem you are experiencing*
- *System and Software Information*
 - System type and operating system/version
 - Software serial numbers
 - Network and RDBMS platform
 - System configuration
 - Software revision levels
 - Node ID/Host ID (if applicable)
- *Event and Process Information*
 - Logs
 - Traces
 - Screen dumps

- **Severity Level**

- Refer to the Severity Level definitions in this Handbook and assign a Severity Level of 1 to 4 to the Problem.

Be sure you have direct access to the systems you need us to troubleshoot.

When you Contact Symantec Enterprise Support Electronically

When you log a case via MySupport: you will follow this basic 3 step workflow:

STEP 1	STEP 2	STEP 3
Select a Category	Provide Details	Submit the Case

At Step 3, we may offer you some suggestions from our knowledge base which may assist in resolving this Problem directly without the need to open a Case. If these suggestions do not resolve the Problem, then you will be directed to provide your contact details and to provide a brief summary of the Problem you are experiencing.

Once you complete and submit this information, you will receive a 9 digit case number immediately. We will contact you based on the target response timeframes for the Severity Level Problem and your Support Agreement.

You will be able to communicate on-line through MySupport with the Support personnel assigned to your Case and track the status of all your open Cases.

CASE MANAGEMENT

Acknowledgement

Case management is broken into several key activities. The first activity is when we acknowledge ("Acknowledge") that you have contacted us by phone or by MySupport about a Problem. Our goal is to acknowledge your request for assistance within 5 minutes.

When we acknowledge the problem electronically or by phone, we will verify your entitlement to receive Support Services, and note the Severity Level you assign to the problem. We will ask your name to verify whether you are a Designated Contact, and will ask for other information that we will need to work with you on your Case. We will open your case, log it into our global tracking system, and assign a case number. The Designated Contact reporting the Problem (or working on a Case) will be asked to provide his/her name, contact information, and pertinent information so we can provide support services. Accessing Symantec Enterprise Support electronically does not incur any additional costs. Symantec offers toll-free phone support in certain areas; you will be responsible for all other charges you incur (for instance, faxes, toll calls, Internet services, postage and postage insurance).

If you contact Symantec by phone, you will receive a call prompt to provide your Symantec Support ID. We require this same information when you submit a Problem by MySupport. Your Support ID will help us verify whether you are entitled to receive Support Services, what level of support you are entitled to receive, and connect you to a Technical Support Expert. One of our Support Experts will log your case into our technical services case tracking system, assign it the Severity Level you have indicated and provide you with a Case number. Please use this case number in all future interactions with us about that Case. The Support Expert will prompt you for additional information about the problem you are reporting and your contact information. Symantec uses this information to categorize your case and route it to the appropriate support staff to address the Problem.

Troubleshooting

The Technical Support Expert assigned to your Case will ask you specific questions about the Problem you are experiencing to assist them in diagnosing the Problem by supplying as much information as possible; you can help the Support Expert make progress in addressing your Case. The Technical Support Expert will work to isolate the cause of the Problem, which may involve you answering further questions, running diagnostics, applying patches, remote access, etc. When the specific cause of your Problem is known, the Technical Support Expert will provide a Workaround or other solution, or may also work with you to develop a plan of action outlining expected steps towards addressing your Problem. Symantec will track and log steps taken in our case management system, and which can be viewed through the MySupport portal. In addition, you may view Case notes and communicate with the Technical Support Expert through the MySupport interface.

Case Management Activities

Symantec will use commercially reasonable efforts to carry out the related activities within the targeted timeframes. However, Symantec has no obligation to meet any specific time frames. Note, that if you have logged a Severity 1 Problem, our initial efforts will focus on making your Software operational, and there may be temporary degradation in performance while we continue to work to address your Problem.

Severity Levels

You will be responsible for determining the initial Severity Level of each Problem you log with us. The Severity Level reflects your assessment of the potential adverse impact to your business and needs to match the Severity Level definitions in this Handbook. If we determine that the Severity Level assigned to your case does not align with our definitions, we will re-categorize it to reflect those definitions. As your Case progresses, the seriousness of your Problem may change and may no longer match the initial Severity Level you assigned. In such cases, we

will also reclassify your case, to reflect our definitions, and will handle your Case in accordance with the corrected Severity Level.

Chart of Case Management Timelines Based on Support Offering and Severity Level

PROBLEM SEVERITY	BASIC MAINTENANCE (REGIONAL BUSINESS HOURS)	ESSENTIAL SUPPORT (24x7)
	RESPONSE TARGETS FOLLOWING ACKNOWLEDGEMENT	RESPONSE TARGETS FOLLOWING ACKNOWLEDGEMENT
Severity 1 "Severity 1" or "Severity Level 1" means a Problem has occurred where no Workaround is immediately available in one of the following situations: (i) your production server or other mission critical system is down or has had a substantial loss of service; or (ii) a substantial portion of your mission critical data is at a significant risk of loss or corruption.	within 1 Business Hour	within 30 minutes
Severity 2 A Problem has occurred where a major functionality is severely impaired. Your operations can continue in a restricted fashion, although long-term productivity might be adversely affected.	within 4 Business Hours	within 2 hours
Severity 3 A Problem has occurred with a limited adverse effect on your business operations.	within your next Business Day	by same time Next Business Day (defined below)
Severity 4 One of the following: <ul style="list-style-type: none"> o Problem where your business operations have not been adversely affected o A suggestion for new features or an enhancement regarding the Software 	within 2 Business Days; We further recommend that you submit your suggestion for new features or enhancements to our forums	within the Next Business Day; We further recommend that you submit your suggestion for new features or enhancements to our forums

Monitoring and Updating a Case

The Technical Support Expert managing your case will update you on your case's status and maintain a current plan of action you are able to monitor the status of the Case and interact with the assigned Technical Support Expert via the MySupport interface. If you need to call Symantec Enterprise Support Services regarding an open Case, call Symantec Enterprise Support Services and provide your Case number to the support representative.

The support representative will transfer your call to the TSE managing your case. If that TSE is unavailable, you can leave the TSE a message. You may also update your open support case via email to Enterprise_Support@symantec.com with the 9 digit case ID in the subject line of the email. If you are the Designated Contact for this open Case, your email will automatically be updated in our tracking system and communicated to the Technical Support Expert.

Case Closure

We will close a Case under the following circumstances: (a) we have provided a solution that addresses your Problem; (b) you have told us that you no longer need us to work on the Problem; (c) we both agree to close the Case; (d) if we have repeatedly tried to contact you about your Problem and you do not respond; (e) if we make a good faith determination that the Problem is likely not resolvable even with the investment of reasonable time and resources; or (f) if we determine that your Software is operating materially in accordance with its Documentation. We will consider your Problem resolved if (g) we have advised you to download a Patch or Software Version Upgrade that we believe will resolve your Problem, or (h) we have explained that we may consider addressing your Problem in a future release, (h) we feel the Problem is not caused by the Symantec Software (i) a work-around mitigates the issue or (j) that we are closing your Case for other reasons under our standard business processes. If you still need assistance on the same Problem after we have closed a Case, you may reopen the original Case (if it has not been closed for more than 10 calendar days) or open a new Case.

Escalation Process

Symantec is committed to delivering high quality Products and Support Services to our customers. In the event that you have questions about or are not satisfied with the way your Case is being handled, our senior technical support personnel are available to help. Symantec has implemented an escalation process to keep you informed of your Case status to initiate an escalation, contact Symantec technical support using the normal process, and request to speak to a Duty Manager. Additional details on the Global Management and Escalation process can be found in the Symantec Global Escalation Process Guide Please refer to: <https://mysupport.symantec.com/>

OTHER INFORMATION YOU NEED TO KNOW

Acquired Products

This Handbook does not cover any offerings other than Symantec's commercially available Essential Support and Basic Maintenance support offerings. Please refer to:

<http://www.symantec.com/business/support/index?page=products> for support related information about products that are currently not eligible for Essential Support and Basic Maintenance.

Appliances

This Handbook also applies to Software that is part of an Appliance and does not cover support of Appliance hardware. The hardware support component of an Appliance is governed by a separate Appliance support agreement or Appliance license and warranty agreement.

Business Critical Services

For information about our portfolio of Business Critical Services (BCS) please see;

http://www.symantec.com/business/services/support_services.jsp

Further information on the features and benefits of the Business Critical Services offerings can also be found in our BCS Handbook; <https://mysupport.symantec.com/> Note that Essential Support is a prerequisite to purchase BCS.

Content Updates

Customers are entitled to receive Content Updates that become generally available during the term of their Support Services agreement, at no additional charge. To better ensure that your Software performs at optimal levels, we recommend that you proactively apply applicable Content Updates if and when they become commercially available.

Continuous Efforts for Essential Support Customers (Severity 1 Problems Only)

24x7 Essential Support customers may request that Symantec provide "Continuous Efforts" to work on a Severity Level 1 case. Continuous Efforts means that our technical support personnel will provide uninterrupted efforts 24 hours a day including weekends and holidays to address a Severity 1 Case. If you request Continuous Efforts, our ability to provide such Continuous Efforts will depend on the availability of your Designated Contact to continue problem resolution. If you do not request Continuous Efforts, or if your Designated Contact is not available to help us, work on your Case will stop at the end of your Regional Business Hours, and resume at the start of the next Business Day for your region. Continuous Efforts will generally be performed in English outside of Regional Business Hours where we may provide specific language support. Note that our initial efforts will focus on making your Symantec software operational, and there may be temporary degradation in performance while we continue to work to address your problem.

Customer Care

Customer Care responds to non-technical licensing and serialization questions related to Symantec's Enterprise Products. These may include license activation, software version upgrades, Product access and renewals. Should you require assistance in any of these areas, please visit Symantec Enterprise Customer Care at: www.symantec.com/customer care

Designated Contacts

A. Your Designated Contacts

Your Designated Contacts will act as a liaison with Symantec Enterprise Support Services staff. The number of Designated Contacts you are entitled to appoint is based on the Support Services offering you purchased for the Product license. Your Designated Contacts must have a thorough understanding of the specific Symantec Product that is the subject of the Case, along with applicable technical and product knowledge needed to assist with the timely resolution of a Case. If we believe your Designated Contact lacks the necessary technical and product knowledge to help address the Problem, we may request that you replace your Designated Contact with someone who has more technical or product knowledge to help progress the Case. When you log your Case, you may identify specific individuals as your Designated Contact(s) for that Case. If qualified Designated Contacts are not available throughout the Problem troubleshooting process, Symantec's ability to assist you will be adversely affected.

B. Registering or Updating Designated Contacts

You must register your Designated Contacts at the Symantec Licensing Portal, using the serial number shown on your Support Certificate. Use the following link if you do not have your Support Certificate handy and want to register your Designated Contacts, or if you wish to update your list of Designated Contacts.

https://www-secure.symantec.com/techsupp/enterprise/static/accounts/change_name_address_cust.html

In order to provide timely support, it is important that you keep your Designated Contacts information accurate and up to date.

Multi Vendor Support

We have a broad range of multi-vendor collaborative support arrangements, including via TSANet. Symantec will typically leverage these collaborative support arrangements if our customer experience interoperability Problems with Symantec Software and products from other vendors. If we determine that the problem may be related to a product from a vendor that we do not have a cooperative support relationship with, we may ask you to request such vendor to work with us to address the Problem. If the issue relates to the third party product and not to the Symantec product, then the third party vendor (and not Symantec) will determine the progress and resolution of that issue. In the event your issue relates to another vendor's product and not to your Software, then we may transfer your issue to that vendor. In such cases you will need to work directly with that vendor to resolve your issue.

Other Activities

Symantec is not obligated to provide Product installation, configuration or implementation as part of your Support Services under your Essential Support or Basic Maintenance offering. However, we will answer specific questions related to these tasks. We will not tell you how to execute an upgrade, or walk you through installation steps.

Recommendations

We recommend that you configure a test system and/or environment that can be used to validate configuration and settings before you install your Software in a production environment. A test environment will also allow you to perform troubleshooting outside of your production environment. With respect to some of our more complex Products, we may be better able to interface with you and resolve your issue, where you have configured such a test system and/or environment.

Remote Access

Depending on the Support Services offering you have purchased and the nature of the Problem, we may offer a remote diagnostic and troubleshooting service to access your computer system remotely to perform diagnostic

and troubleshooting activities for your Software. Before implementing such remote access we will require your express consent to the agreement for such remote access at the link provided at:
<http://www.symantec.com/business/products/policies/index.jsp>

Software Version Upgrades

Supported customers are entitled to receive Software Version Upgrades (these do not include Content Updates) that become generally available during the term of their Support Services agreement, at no additional charge. Software Version Upgrades include Major Releases and Minor Releases that are made generally available to the public during the term of your Support Agreement for a specific license of Software. Any option or future Product that we license and price separately will not be considered a Software Version Upgrade. As Upgrades are released, you will automatically receive an email Version Upgrade Notification which will include your new license information. It will also direct you to the Symantec Licensing Portal, where you can navigate to the Version Upgrade Application. Once you access the Version Upgrade Application, you will be able to download new versions of software and obtain new license keys. If you need assistance with the upgrade process, you may contact Symantec's regional Customer Care organization at Symantec Customer Care at:
<http://www.symantec.com/customercare>. To better ensure that your Software performs at optimal levels, we recommend that you proactively apply applicable Software Version Upgrades as they become commercially available.

Support Services Term

Each Support Agreement will last for a 12 month term, and the initial term will start on the date we ship the Software, except as otherwise stated in the applicable Support Agreement. In addition, you may purchase Support Agreements for up to 3 multiple terms of 12 months each, as follows:

- Symantec may agree to align the end dates if you have multiple support agreements, which may result in a support term of more than or less than 12 months.
- Any longer terms longer than three years will require special approvals from Symantec. Longer term Support Agreements may not be available for all of our Software.

Support Renewals

A renewal is an extension of a technical Support Agreement for a specified renewal period of 12 months or longer. After the expiration of your initial Support Agreement term, you can renew either for the same offering of Support Services (where available), or change to a different offering. Each renewal term will become effective upon the expiration date of your previous term, provided that you have paid applicable fees. We will typically send you a renewal quote for a Support Agreement approximately sixty (60) days prior to the expiration of your then-current Support Agreement term.

If you purchased through one of our channel partners, we may send the quote to that channel partner rather than to you directly. In the event you do not receive a quote, please feel free to contact our Renewals organization directly at: <http://www.symantec.com/enterprise/licensing/renewals2.jsp>. You will not be entitled to receive any Support Services once your Support Agreement expires. However, you may still access our online Knowledge Base and those Bug Fixes and Patches that we make generally available to all licensees regardless of whether that licensee holds an active Support Agreement. Our Renewals organization will be able to explain to you our policy on renewing or reinstating Support Services. For additional information regarding Support Services renewals please see: <http://www.symantec.com/business/products/renewals/index.jsp>

Supported Configurations and Alternative (Unsupported) Configurations

We will provide Support Services for Software when used in a Supported Configuration. Our Software is designed to interoperate with many types of systems, applications, and hardware. Sometimes a customer may choose to

use our Software in an Alternative (unsupported) Configuration, namely, an environment that has not been validated, approved or verified to operate with our Software or which does not support such Software or only supports limited functionality. We do not support Alternative Configurations, and we have no obligation to provide Support Services for Software being used in an Alternative Configuration. Symantec makes no warranty with respect to use of Software in an Alternative Configuration and any such use is at your own risk. A Supported Configuration might be converted into an Alternative Configuration where a vendor modifies one of its components that is part of the original Supported Configuration. As a consequence, your Software would then be operating in an Alternative Configuration. If you experience a Problem with the Software in an Alternative Configuration or if your Problem deals with non-standard or non-public functionality (not documented in our manuals or other materials), that was not developed by Symantec or an authorized consulting partner, please contact your Sales Representative or channel partner to determine whether any assistance is available and under what terms.

Symantec Education

We offer education and training courses covering Product familiarization through our Symantec Education group. Information regarding Symantec Education Services is available at:

http://www.symantec.com/business/services/education_services.jsp. These offerings provide a principal source of knowledge, insight, and skills to help you design, build, secure, and manage your IT environment and Symantec Products. No matter where you are in your system cycle—implementation, upgrade, or optimization—we have a fast four-step model to assess your educational needs, design and deliver your training, and review your preparedness. You benefit from the most up-to-date training available on Symantec software, certified instructors, and flexible delivery options.

Third Party Products

Symantec may offer to sell third party support for certain third party branded products. If our customer elects to purchase such third party products and third party branded support, such support will be provided solely according to the terms and conditions of the applicable support agreement with that third party. The rest of this Handbook will not apply to the delivery of such third party branded support services.

DEFINITIONS

Some of the capitalized terms used in this Handbook are defined below or in the Support Policy. They may also be defined when they are first used in this Handbook.

"Alternative Configuration" means where our Software is used in a configuration which does not support such Software, or in an environment that is not approved for use with our Software, or in which we have not verified our Software will operate, or where the Software has been tested and is known not to work or works with limited functionality. For these purposes, references to the "environment" mean the hardware platforms, operating systems, software applications, and other third party solutions you are using with the Software.

"Bug Fix" has the meaning given for "Resolution" below.

"Business Day" means a day during the standard business week of the country in which the customer's Software is installed.

"Business Hour" means, when the customer purchases Symantec's 24x7 support offering, any time during each day of the week, weekends, or holidays. When a customer purchases Symantec's Regional Business Hours offering, the term "Business Hour" means only those Regional Business Hours as defined in this Handbook.

"Case" means a reported Problem that is logged in our global case tracking system and assigned a case identification number.

"Content Updates" means content used by Symantec's Software products that is updated from time to time, including but not limited to: updated anti-spyware definitions for anti-spyware software; updated antispam rules for antispam software; updated virus definitions for antivirus and crimeware products; updated URL lists for content filtering and antiphishing products; updated firewall rules for firewall products; updated vulnerability signatures for vulnerability assessment products; updated policy compliance updates for policy compliance software; updated lists of authenticated web pages for web site authentication software; and updated intrusion detection data for intrusion detection products, (if applicable). The term "Content Updates" also means the right to use Content Updates to Symantec's Software products as they become generally available to Symantec's customers except for those Content Updates that are only available through purchase of a Content Updates subscription.

"Continuous Efforts" is a level of effort on the part of Symantec available upon request for a Severity 1 Problem only, under a 24x7 Support Services offering. This level of effort is not available under Regional Business Hours coverage. Continuous Efforts means that Symantec will work around the clock to address a Severity Level 1 case that our customer has logged that requires uninterrupted efforts by Technical Support Experts twenty-four (24) hours a day including weekends and holidays, and our customer has requested that Symantec provide such Continuous Efforts. Continuous Efforts will generally be performed in English. Symantec will make commercially reasonable efforts to accommodate language requirements when possible. However Symantec's efforts will be focused on making your Product operational although there may be a temporary degradation in performance. Symantec must be able to reach our customer's Designated Contact while Symantec is working on the Severity 1 Case, to assist with gathering any additional documentation and/or conduct resolution testing to ensure progress with restoring your Product to operational status. Symantec's ability to provide "Continuous Efforts" may depend on Symantec being able to contact our customer Designated Contacts to continue Problem resolution. If Symantec is not using Continuous Efforts for the our customer Severity 1 Case, then at the end of the Business Day, work on that Case will temporarily cease and will begin again at the start of the next Business Day for the region.

"Designated Contacts" means support personnel you designate and register with Symantec to act as authorized liaisons with Symantec's enterprise technical support organization.

"Documentation" means the user manuals and release notes accompanying the Software.

"License Agreement" means the Symantec license agreement for the underlying Software.

"Major Release" means a release of Software that introduces architectural changes, major feature changes, significant changes in support of platforms or operating systems, or changes that affect compatibility.

"Minor Release" means a release of the Software that introduces new features, additional platform support, infrastructure changes or minor architectural changes consistent with the related Major Release. Minor Releases generally incorporate Bug Fixes issued since the prior Major Release.

"Next Business Day" means the specific Business Day (defined above) immediately following your submission of a problem to us for assistance.

"Problem" means a technical question or technical issue you may have regarding the Software's performance.

"Regional Business Hours" mean standard hours of business operation, typically 8 a.m. to 6 p.m., during the business hours and business days in a specific geographic region, based on the country where the Software is installed. Regional Business Hours exclude holidays and days of rest.

"Resolution" is used interchangeably with the term **"Bug Fixes"** and covers a broad range of efforts to address your Problem. This term includes any code change that we make to the Software to help restore substantial conformity with the applicable Documentation, including changes made to maintain operating system and database system compatibility. In this Handbook, a Resolution or Bug Fix may also mean a solution we develop for a customer to address a Problem that is specific to that customer and that we do not make generally available. The definition of a Resolution includes where Symantec provides a Workaround (without a code change), or makes a recommendation that our customer migrate to a current release, or where Symantec considers the Problem in developing a future release of the Software, or where Symantec takes other steps to close a Case in accordance with Symantec's support processes. The definition includes where Symantec may deliver a more complete and/or permanent solution to enable the Software to conform substantially to its Documentation, through the delivery of a code change, or a regularly scheduled Maintenance Pack or Product release. Some collateral may refer to our providing a Resolution or Bug Fix as "solution delivery" or providing a "Fix". Symantec reserves the right to decide how a "Resolution" may be delivered and in what time frame.

"Severity Level" means the classification of the Problem as a Severity 1, Severity 2, Severity 3, or Severity 4 Problem as defined in the Case Management Activities Chart (See Above)

"Software" means the copy of Symantec software that you have licensed under a Symantec License Agreement and for which you have purchased a Support Agreement which is currently in effect, and further provided that such software is also identified as eligible for coverage under this Policy at: http://www.symantec.com/business/support/all_products.jsp. The terms Product or Symantec Product are sometimes used interchangeably with the term Software in this Handbook.

"Software Version Upgrades" mean a subsequent release of Software that we make available to you under a current Support Agreement for that specific copy of Software. Software Version Upgrades are provided as deliverables under Upgrade Assurance as described in your Support Agreement and includes Software releases that are made generally available during the term of your Support Agreement for a specific copy of Software. Such releases include those that introduce architectural changes, major feature changes, significant changes in support of platforms or operating systems, or changes that affect compatibility (sometimes referred to as a "Major Release") as well as releases (referred to as "Minor Releases") that introduce new features, additional platform support, infrastructure changes or minor architectural changes consistent with the related Major Release. Minor

Releases generally incorporate Bug Fixes issued since the prior Major Release. Any option or future Product which we license and price separately will not be considered a Software Version Upgrade. Content Updates, as defined in your Support Agreement, are not included in the definition of Software Version Upgrades. Documentation may sometimes refer to a Software Version Upgrade as an "update," "upgrade" or "version."

"Support Agreement" means Symantec's agreement with you describing the deliverables, entitlements and other terms for the Support Services that you have purchased for a specific license of Software. The term "Support Agreement" includes Symantec Support Certificates and any documents that the Support Agreement specifically incorporates by reference.

"Supported Configuration" means a configuration in which the Software operates in a customer's environment that solely consists of supported operating systems, hardware platforms, software applications, firmware levels, databases, devices, device drivers, and Symantec custom-developed scripts and other configuration elements stated in your Documentation, or that we have validated, approved, or verified for operation in conjunction with the Software. For these purposes, references to the "environment" mean the hardware platforms, operating systems, software applications, and other third party solutions you are using with the Software.

"Support Services" means the general support services that we provide for a specific license of Software under the provisions of a Support Agreement, during the term of that Support Agreement. Based on the Support Services offering you have purchased, our Support Services may include remote assistance or technical information, Software Version Upgrades, and applicable Content Updates, as defined in your Support Agreement, all depending on the specific Software, its product lifecycle and related support phase. If you have purchased one of our premiere support offerings (such as location-based Business Critical Services), you may also be entitled to receive onsite technical assistance pursuant to the terms of that premiere support offering Symantec is not obligated to provide Product installation, configuration or implementation as part of your Support Services. Support Services do not include Product training or consulting services. Support Services for Software do not include addressing Symantec hardware issues, and your agreement for the hardware will describe your hardware-related deliverables and entitlements. Support Services do not include support that is provided in connection with Symantec hosted solutions. Symantec may sell third party support for certain Products, in which case such support will be provided solely according to the terms and conditions of the applicable support agreement, and the balance of this Handbook shall not apply to the delivery of such third party branded support services.

"Workaround" means a temporary solution of a known Problem to lessen the adverse effect of a Problem, and may include specific modifications to the Software to address critical problems (sometimes called, hot fixes). In some cases, Symantec is unable to undertake further corrective action, and the temporary solution will be considered final.



REFERENCE INFORMATION

- **MySupport Online Case Management** – a web-based case management tool that enables users to create, update and upload supporting information relating to new and existing support cases:
 - <https://mysupport.symantec.com/>
- **Customer Quick Reference Guide** – a condensed reference guide featuring the basics that you need to know before contacting Symantec to initiate a support case:
 - http://www.symantec.com/business/support/support_policies.jsp
- **Support Phone Numbers Webpage** – a list of telephone numbers that you can use to contacting Symantec Support:
 - http://www.symantec.com/business/support/contact_techsupp_static.jsp
- **Symantec Enterprise Support Homepage** – an entire array of online Product support tools and information:
 - <http://entsupport.symantec.com>
- **SymWISE Support Knowledge Base** – online repository of knowledge articles for helping you research suspected issues:
 - http://www.symantec.com/business/support/knowledge_base_sli.jsp
- **Symantec Connect** – an online user community which allows you to learn more about new Products, browse and post to discussion forums, as well as interact with other Symantec users:
 - <http://www.symantec.com/connect/forums>
- **Enterprise Support Fundamentals Webpage** – a source for useful support collateral, including the Symantec Technical Support Policy, Case Escalation Process and Language Support Guidelines:
 - http://www.symantec.com/business/support/support_policies.jsp
- **The Support Policy effective as of 2011 can be found at:**
 - <http://www.symantec.com/business/products/policies/index.jsp>
- **Customer Care** - provides answers and solutions for your non-technical support needs. Subjects include Product licensing, support and maintenance services and contracts, contact information, Product downloads, and training:
 - http://www.symantec.com/business/support/assistance_information.jsp
- **Symantec Licensing Portal** – online tool that can be used to register and activate new Products, manage existing license data and change your Designated Support Contacts list:
 - <https://licensing.symantec.com>
- **End of Life Policy:**
 - <http://www.symantec.com/business/products/policies/index.jsp>
- **End of Life FAQ:**
 - <http://www.symantec.com/business/support/index?page=content&id=TECH76123>
- **Appliances Hardware Support Policy and FAQ:**
 - http://www.symantec.com/business/services/support_services.jsp